

Margrethe Kearney
Direct Dial: (312) 777-7040
Margrethe.Kearney@lw.com

233 S. Wacker Drive, Suite 5800
Chicago, Illinois 60606
Tel: +1.312.876.7700 Fax: +1.312.993.9767
www.lw.com

LATHAM & WATKINS LLP

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VIA E-MAIL

Dick Yde
Ted Wyskowski
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, Wisconsin 53701-1784

Craig Melodia
Associate Regional Counsel
U.S. Environmental Protection Agency - Region 5
77 West Jackson Boulevard (C-14-J)
Chicago, IL 60604-3590

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File No. 049130-0018

Re: Protocol for Split Samples at Ashland Site

Dear Ted, Dick and Craig:

I write to summarize our collective understandings regarding the sampling protocols that the City of Ashland (the "City") and Northern States Power Company, a Wisconsin Corporation ("NSPW") have agreed they will use in association with samples that are taken from the Ashland Lakefront Site ("Site") pursuant to the work under the RD/RA Consent Decree for the Site and under the oversight of the United States Environmental Protection Agency ("EPA") and the State of Wisconsin (the "State").

We believe that the protocols outlined below for any sampling collected at the Site (whether in Kreher Park or the Upper Bluff, and whether by the City or by NSPW) are consistent with those agreed to by the City and NSPW and are consistent with requests made by EPA during our joint conference call on December 5, 2012. These protocols further memorialize the agreements outlined in e-mail correspondence between the City and NSPW on December 6, 2012. In summary, the agreed upon protocols are as follows:

1. EPA approval is required for any intrusive sampling that any party may want to take at the Site that is not already being taken as part of an approved work plan under the Consent Decree. In addition, to the extent any party seeks to perform any such intrusive sampling (that is outside the scope of the EPA-approved work plans under the Consent Decree)

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on property not owned by that party, such sampling may not occur without the consent of the property owner or binding agency or judicial order.

2. EPA has agreed that the City and NSPW can take additional sample volume or split samples from any sample collected by NSPW as part of the work being conducted under the Consent Decree. To the extent any party intends to test for parameters beyond what is already approved by EPA in a work plan or to use methodologies not already approved in the Quality Assurance Project Plan ("QAPP") for the Site, those parties must give each other and EPA and WDNR at least one week written, advanced notice of what methodologies they intend to use and what parameters they intend to test for, and on which samples they intend to test for those parameters. Any such samples collected that are not a part of an agency approved work plan and under the Site-approved QAPP will not be considered as part of the administrative record and shall not be used for agency decision-making related to the Site.

3. To the extent practicable, the City and NSPW will provide at least one week written advance notice to each other (possibly during the Monday calls that NSPW hosts during active field work at the Site) of any sampling in addition to that required under the QAPP or other work plan that they intend to undertake that is in association with the work being performed at the Site, including what samples may be collected from what area of the site, what methodologies and labs will be used, and what analytical parameters will be analyzed. It is understood that the parties may indicate, for example, that they "intend to take samples from some or all of the drill cuttings resulting from planned borings" without needing to provide specific notice regarding at which precise boring they will collect the samples, as those more specific decisions may be made while in the field.

4. Both parties will allow the other party to take split samples of any sample collected, to the extent feasible, and to the extent it does not interfere with the work that NSPW must perform under the Consent Decree. A "split sample" means a single sample that is divided into two separate samples.

5. No sampling may be undertaken by any party that will interfere with the work, or present a safety risk or risk exacerbation of environmental conditions at the Site.

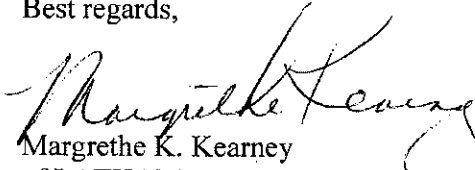
6. The City has provided notice to both EPA and NSPW that it intends to collect samples from drill borings being collected at the Site through the next couple of weeks, and will be analyzing those samples for OA2 and using EPA method 8270D. NSPW has notified the City that it intends to take split samples from the samples that the City collects.

7. The results of any and all testing of any split samples taken by the City or NSPW pursuant to this sampling protocol, including but not limited to any pre-Quality Assured/Quality Controlled data, will be provided on the Sharepoint site to which the City has been provided access on a monthly basis, on or before the tenth of the month following receipt by the party of such data.

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Please let me know promptly if you have any further clarifications to the above agreed upon protocols. I can be reached directly at (312) 777-7040.

Best regards,


Margrethe K. Kearney
of LATHAM & WATKINS LLP

cc: Scott Hansen
Kristen Carney
Arthur F. Foerster, Esq.

